JANUARY 8, 1998

SIGN PROGRAM AND TENANT SIGN CRITERIA

SERRA CENTER COLMA, CALIFORNIA

A. Design Intent

- Signage Criteria has been established for the purpose of assuring an outstanding retail area and for the mutual benefit of all tenants. All Tenant signage designs must be approved by Landlord before fabrication and installation by Tenant.
- 2. Signing shall not exceed the maximum dimensions approved unless, in the sole opinion of Landlord, and upon approval from the Colma City Planner, the larger format contributes to the overall design of the retail area, the Center and the Tenant's visibility. Deviations from standards set forth in this Sign Program must be approved in writing by Landlord and the Colma City Planner with a finding that the deviation is an imaginative design that contributes aesthetically to the Center and is a solution that could not easily be achieved with a complying sign.
- Conformance with this Sign Criteria will be strictly enforced, and any installed nonconforming or unapproved signs must be brought into immediate conformance at the expense of Tenant.

B. General Requirements

- Each Tenant shall submit or cause to be submitted to the Landlord for approval, prior to fabrication, three (3) copies of detailed drawings indicating the location, size, layout, design, dimensions, colors, illuminations, materials and method of attachment of all signs.
- 2. All building permits for Tenant signs and their installation shall be obtained from and fees paid to the Town of Colma, as required, by Tenant. The Town of Colma may charge both sign design review and building permit fees.
- 3. All signs shall be constructed and installed at Tenant's expense.
- 4. All signs shall be reviewed for conformance with this Sign Criteria and overall design quality by Landlord. Approval or disapproval of sign submittals shall be based on aesthetics and complimentary design with Serra Center which shall remain the right of Landlord to approve or disapprove.
- 5. Tenant shall be responsible for the installation and maintenance of its signs. Should Tenant's signs require maintenance or repair, Landlord shall give Tenant ten (10) days written notice to effect appropriate repair and/or maintenance. Should Tenant fail to do same, Landlord shall undertake repairs and maintenance and Tenant shall reimburse Landlord immediately upon receipt from Landlord of all invoiced costs related thereto.
- 6. All companies bidding to manufacture signs shall be pre-approved by Landlord. Said companies are hereby advised through Tenant that no substitutes will be accepted by Landlord whatsoever to this Sign Criteria specifications, unless specially approved by Landlord. Any deviation from these specifications may result in Landlord's refusal to accept same.
- 7. All manufacturer companies are advised that, prior to acceptance and final payment, each unit will be inspected for conformance by the authorized representative of Landlord. Any signs found not in conformance will be rejected and removed at Tenant's expense.
- Tenant is required to have signs as specified herein, as approved by Landlord after submittal by Tenant, installed and fully operable upon Term Commencement Date, or the date Tenant opens for business, whichever occurs first.
- 9. No animated, flashing, or audible signs will be permitted.
- 10. No exposed lamps or tubing will be permitted.
- 11. All signs and their installation shall comply with all local building codes, ordinances and regulations of agencies having jurisdiction over the work.

- 12. No portable or temporary signs will be permitted at any time without prior written approval of Landlord.
- 13. Grand Opening or promotion signs shall comply with the Town of Colma sign ordinances, shall have permits and shall be approved by Landlord prior to installation and removed upon Landlord's request.
- 14. All cabinets, conductors, transformers and other equipment shall be completely concealed.
- 15. No exposed raceways, crossovers or conduits will be permitted.
- 16. Painted lettering will not be allowed.
- 17. No signs of any kind will be permitted on building roofs or at any other locations other than the building sign fascia. All changes or deviations must be approved in writing by Landlord and may be subject to approval by the Town of Colma.

C. Construction Requirements

- All exterior signs shall be installed in conformance with approved Specifications. Signs shall bear the Underwriters Laboratory (ULC) label and comply with all required electrical and Building Codes.
- 2. Exterior signs shall be secured by concealed fasteners, stainless steel, nickel, cadmium plated or other similar durable and nonstaining material.
- Sign outlet will be provided by Landlord and connected to Tenant's electrical panel. Signage lights will be provided and fully maintained by Tenant, and will be replaced immediately upon failure by Tenant at Tenant's cost.
- 4. All exterior signs shall be mounted in a manner to permit proper dirt and water drainage, and so not to cause staining, discoloring or in any other way cause blemishing to the building sign fascia.
- All penetrations of the building sign fascia required for sign installation shall be preapproved before installation by Landlord, and shall be neatly and clearly sealed to yield watertight conditions.
- No labels will be permitted on the exposed surface of signs except those required by ordinance and code which shall be applied in an inconspicuous manner.
- Sign contractor shall repair any damage to any work caused by contractor's work. Damage to structure that is not repaired by Tenant's sign contractor shall become the Tenant's responsibility to correct.
- Tenant shall be fully responsible for the operations and performance of Tenant's sign contractor.
- Welding of any member or connection which is designed to resist loads and forces which
 is not fabricated on site, shall be fabricated in an approved fabricator's shop as required by
 the Uniform Building Code.
- 10. Perform all work in accordance with all applicable ordinances, codes and regulations required by authorities having jurisdiction over such work and provide all inspection and permits required by State and local authorities for furnishing, transporting and installing of signage materials.
- 11. Tenant is responsible for obtaining permits for installation and use of signage.

D. Guarantee

Entire sign displace shall be guaranteed for one (1) year from date of installation against defects in materials and workmanship. Defective parts shall be immediately replaced.

E. Insurance

Sign company shall carry workman's compensation and public liability insurance against all damage suffered or done to any and all persons and/or property while engaged in the construction or erection of signs in the amount of One Million Dollars (\$1,000,000) per occurrence.

F. Miscellaneous Requirements

- Each Tenant shall be permitted to place upon one entrance of its demised Premises not
 more than 144 square inches of white vinyl lettering not to exceed two (2) inches in
 height indicating hours of business, emergency telephone numbers and other type information only, subject to Landlord approval.
- 2. Except as provided herein and in the Lease, no advertising placards, banners, pennants, names, insignia, trademarks, or other descriptive materials of any kind shall be affixed or maintained upon either the interior or exterior of the glass of the storefront and supports of the show windows and doors, or upon the exterior of the walls of the buildings. These conditions apply to the entire term of the Lease and apply to all signage, whether temporary, promotional, sale, permanent, etc.
- Tenant shall not place any signs on the rear of the Premises or on any secondary receiving or exit door(s), other than painted identification name on doors.
- 4. At the expiration or termination of Tenant's Lease, Tenant shall be required to remove signs and patch the building wall arcades and paint the patched area to match the surrounding areas of the Building. Landlord retains sole judgment concerning the acceptability of the patching, and, if Tenant cannot provide for acceptable patching, Landlord may cause the work to be performed using Landlord's contractors and Tenant will pay the costs thereof at receipt from Landlord of invoice for said work.
- 5. No wood backed letter material will be allowed.
- Maximum width of sign shall not exceed seventy-five percent (75%) of the linear leased frontage of Premises, as shown on Sign Plan.
- Logos shall not exceed ten percent (10%) of the sign area and will be included in the allowable signage. Area is calculated on total length of letter multiplied by the height of the letters.
- 8. Only the trade name of the store shall be depicted on the sign, no information.
- Landlord reserves the right to hire an independent electrical engineer (at Tenant's sole
 expense) to inspect the installation of all Tenant signs and to require the Tenant to have
 any discrepancies and/or code violations corrected at Tenant's expense.
- 10. Hours of operation shall be as mandated in the Lease, or one hour before dark until one-half hour after closing time.

G. Submittals/Approvals

- 1. Initial submittal: Three (3) copies required to be submitted to Landlord by Tenant as part of Preliminary Plan.
- 2. Shop Drawings: Blueline prints.
 - a. Complete scale elevations showing location of each sign.
 - b. Layout drawing at 1' = 1'0 scale, showing typeface, dimensions, location, colors and specifications.
 - c. Colors: One (1) sample of each color to Landlord.

3. Quality Assurance

All work in this project shall be done by sign companies pre-approved by the Landlord.

H. Size and Construction Criteria

1. Signs - General:

All Tenant signs shall consist of individual, illuminated, cut-out letter displays. No painted signs are allowed for letter displays or logos. Individual typefaces of Tenant's choice will be allowed. Design, color and layout of letters are subject to sole written approval by the Landlord. Sign copy shall contain legally registered name only.

2. Stores Over 10,000 Square Feet With Stucco Fascia:

Each tenant shall install one (1) sign on the sign fascia above the Tenant's store-front. The overall height of each sign shall not exceed 48" from top to bottom.

3. Stores Over 5,000 Square Feet with Stucco Fascia:

Each tenant shall install one (1) sign on the sign fascia above the Tenant's store-front. The overall height of sign letters shall not exceed 36" from top to bottom.

4. Stores Under 5,000 Square Feet with Stucco Fascia:

Each tenant shall install one (1) sign on the sign fascia above the Tenant's storefront. The overall height of sign letters shall not exceed 24" from top to bottom. Two stacked rows of letters will be considered when necessary.

5. Signs - Construction:

a. The sign shall consist of individual, internally-illuminated letters. The sign shall consist of:

A Raceway(s)
Letter Cabinets
Internal Illumination
Plastic Faces
Trim Caps

- b. A raceway shall be a cabinet of 24 Ga. sheet metal, 8" high \times 6" deep, primed with Paintlock and finished to match the color of the sign fascia. Raceway shall be weather tight and run within building or on the backside of sign fascia. One conduit for 120V power shall enter the raceway from the junction box on the backside of the Tenant's sign fascia. Sign fascia color is available on-site for inspection.
- c. Individual letters shall be made of .050 aluminum sheet, and 6" deep. Letters shall be fastened to sign fascia with mechanical fasteners. Letters shall be painted to match acrylic face color. Sign contractor shall provide calculations for necessary attachments for a qualified engineer.
- c. Letters shall be internally illuminated by a minimum of two neon tubes; the color of neon gas shall correspond to the color of the sign face. Transformers shall be housed in the raceway. All wiring penetration through the building fascia shall be carried by flexible conduit.
- e. Plastic sign faces shall be 1/4" thick cast acrylic sheet and trimmed with 3/4" trim cap painted to match letter cabinet returns.

I. Execution

1. Fabrications

- a. Signs shall have fine, even texture and shall be flat and sound. Lines and miters shall be sharp, scams flush and unbroken, profiles accurate and ornament true to pattern. Plane surfaces shall be smooth flat and without oilcanning. Maximum variation from plane of surface plus or minus 1/32". Filed or cut areas shall have texture restored.
- b. Holes for bolts and screws shall be drilled. Fastenings shall be concealed. Exposed ends and edges shall be milled smooth, with corners slightly rounded. Joints exposed to weather shall be formed to exclude water.
- c. All painted surfaces shall be properly primed and finish coating of paint shall be complete with no light or thin applications allowing substrate or primer to show. The finish surface shall be smooth, free of scratches, gouges, drips, bubbles, thickness variations, foreign matter and other imperfections.

2. Installation

- a. Protect products against damage during field handing and installation.
- b. Protect adjacent existing and newly placed construction and finishes as necessary to prevent damage during installation.

- c. Touch up paint all exposed mechanical fasteners to match color and finish of surface surrounding the fastener upon completion of installation.
- d. Clean all adjacent surfaces that may have been soiled and remove all installation debris upon completion of installation.

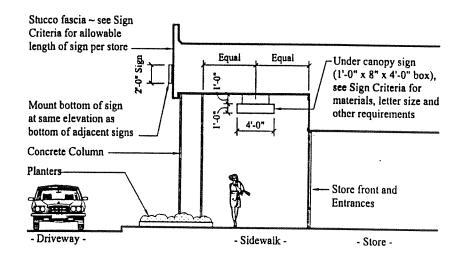
3. Field Quality Control

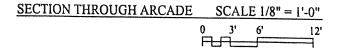
Signs shall be mounted level and plumb according to the plan locations and the dimensions given on the elevation drawings. Where otherwise not dimensioned, signs shall be installed where best suited to provide an even and consistent appearance through the Center. When the exact position, angle, height or location is in doubt, the Tenant and Sign Contractor shall contact the Landlord for clarification.

4. Under Canopy Sign - In-line Tenants Only

To promote the unique character of each use in the shopping center, Landlord requires individually designed "under canopy" signs on the underside of the canopy/soffitt in front of each store. In pursuit of this goal, Tenant is required to design, construct and install at its sole cost and expense a sign (with the necessary electrical service and fixtures) on the underside of the canopy/soffitt that identifies its store to pedestrian shoppers using the sidewalk of the shopping center.

- a. The metal sign box will have dimensions of twelve inches (12") high, eight inches (8") deep and four feet (4") wide.
- b. It will have two plastic faces on which the name of the Tenant is painted.
- c. It will be suspended by two pipes and located over the customer entrance as shown on the attached drawing.





TENANT SIGN LOCATION